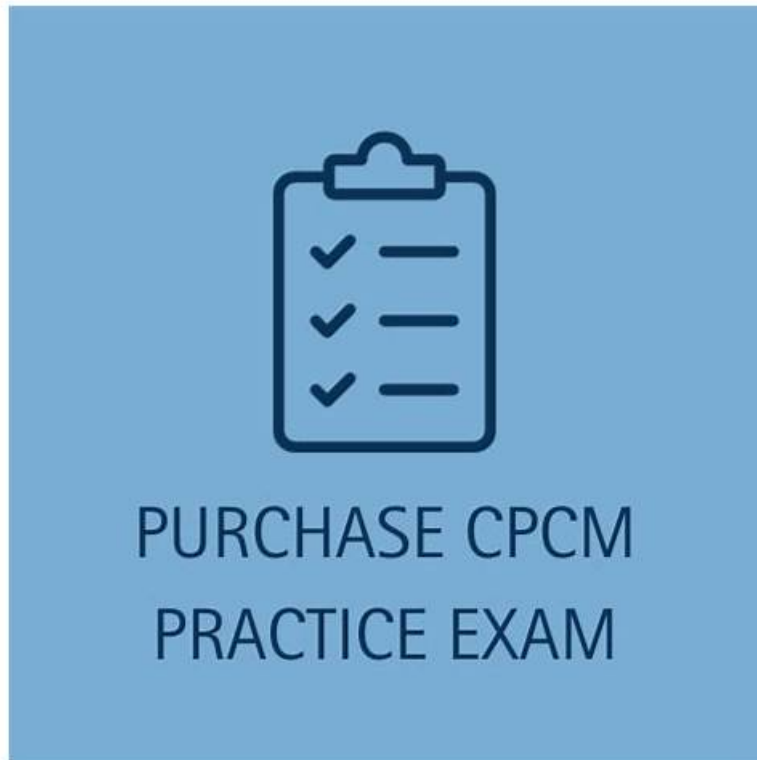


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Exam is also timed, and candidates must complete each section within a specific amount of time.

NCMA Certified Professional Contracts Manager Sample Questions (Q79-Q84):

NEW QUESTION # 79

What can be something of value, or it can be promising to do something not required by law or promising to refrain from doing something permitted by law?

- A. Consideration
- B. Acceptance
- C. Conclusiveness
- D. Irrevocability

Answer: A

NEW QUESTION # 80

The attributes used to determine the product or service quality and procedural effectiveness, these attributes are called:

- A. Decision making criteria
- B. Technical criteria
- C. Management criteria
- D. Attributed criteria

Answer: B

NEW QUESTION # 81

Procurement planning, solicitation planning, and source selection are all phases of Garrett's contract management model for:

- A. Project Resource
- B. Buyers
- C. Sellers
- D. Vendors

Answer: B

NEW QUESTION # 82

Scenario 6.0: 1 - "When is a Commitment Not a Commitment?"

The buyer entered into a contract to lease 20,240 square feet of office space from Office Leasing Company (OLC). This space consisted of 8,545 square feet in Suite 1100 and 11,695 square feet in Suite 1106. The lease was for five years and provided the buyer with a renewal option as follows:

The buyer shall have the right to one renewal option for a five-year term. The renewal option shall become effective provided notice is given in writing to the lessor of the buyer's intent to exercise such option at least

270 days before the end of the original lease term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

The buyer also entered into Supplemental Lease Agreement Number 1 (SLA 1), which stated it was being issued to reflect an expansion of 6,431 square feet in Suite 300. SLA 1 amended the original lease to encompass the additional space, changing the space from 20,240 square feet to approximately 26,671 square feet, and increased the annual rent to \$1,098,790.70. SLA 1 also amended the renewal option text to reflect the new annual rent of \$1,156,935.80.

The lease, as amended by SLA 1, also contained a buyer clause regarding authority to make changes to the lease. As stated in the clause, the buyer's authorized agent may, by written order, make changes within the general scope of this lease to the amount of space, provided the lessor consents to the change.

The first lease was set to end on December 31, 2021. On February 28, 2020, the buyer's contract specialist sent an email to OLC stating the buyer "hereby exercises its renewal option ... for a period of five years." The buyer's contract specialist noted that the email was "official notification that the buyer exercises its renewal option right as provided under this lease," and indicated that "this action will be followed up with a supplemental lease agreement in the near future." The email also stated that "per SLA 1, [the buyer] would not like to renew the expansion space portion of the lease." At that time, the buyer was planning to vacate a good portion of

its leased inventory and requested that OLC allow the buyer to terminate the Suite 300 portion of the lease effective March 1, 2021. On March 1, 2020, OLC agreed to accept the long renewal of Suites 1100 and 1106 per the renewal option if the buyer agreed to renew the third-floor space for two weeks, from January 1, 2021, to January 15, 2021. If OLC found a new tenant for a term extending beyond January 15, 2021, it would waive any further liability for the third-floor space as of the date of the replacement lease. After discussion, the buyer agreed over the phone to a two-week extension of Suite 300 at no rent.

On August 2, 2020, OLC emailed the buyer's contract specialist to ask when the SLA would be prepared. The buyer's contract specialist did not respond. Several weeks later, on August 24, the buyer determined that it no longer needed to rent any of the suites under the lease and requested to be released at lease termination. On September 10, OLC once again emailed the buyer's contract specialist to follow up on the preparation of the SLA. This time, the buyer's contract specialist responded, apologized for the delay, and stated that he would try to get the SLA to OLC in the next couple of weeks.

However, on October 26, the buyer's contract specialist informed OLC that the buyer no longer intended to pursue the renewal option, reflecting the buyer's August 24 determination that it no longer required any of the suites under the lease. The following day, on October 27, OLC responded that the buyer had already exercised the renewal option and that it intended to hold the buyer to that agreement.

On June 21, 2021, the buyer notified OLC that its renewal option would not be exercised and that the buyer would not be responsible for any rent payments after the lease expiration date of December 31, 2021.

Following a final decision from the buyer's authorized agent, which rejected the claims that the buyer had exercised the renewal option, OLC filed a claim.

In order to properly exercise an option:

- o The option must be accepted;
- o Such acceptance may not change, add to, or qualify the terms of the offer; and
- o The buyer's acceptance has to be unconditional and in exact accord with the terms of the contract being renewed.

Question:

How could OLC have removed ambiguity from the renewal process?

- A. By following a change management process that included documenting changes.
- B. By requiring all changes, including the exercise of options, to be bilateral and approved by both the buyer and seller.
- **C. By including clear guidelines in the contract regarding how options are to be exercised.**
- D. By holding a post-award debriefing to discuss the contract prior to finalization.

Answer: C

Explanation:

The correct answer is C because NCMA CMBOK emphasizes the importance of clear, precise, and unambiguous contract language, especially regarding critical rights such as option exercise. Ambiguity in contracts often arises when procedures, responsibilities, or authority are not explicitly defined. In this scenario, confusion occurred regarding who could exercise the option, how it should be communicated, and whether modifications were permissible during exercise. These issues could have been avoided by including explicit contractual guidelines detailing the exact process for exercising options, including required format, authorized parties, timelines, and conditions for validity.

CMBOK highlights that effective contract management begins in the pre-award phase, where well-structured terms reduce the risk of disputes during performance. By clearly defining option exercise procedures, both parties would have a shared understanding, minimizing the likelihood of misinterpretation or invalid actions.

Option A is incorrect because making option exercise bilateral contradicts the nature of most options, which are typically unilateral rights. Option B is not relevant, as debriefings are generally used in source selection, not contract execution clarity. Option D addresses documentation of changes but does not resolve ambiguity in the original contract terms.

Therefore, consistent with CMBOK principles, the most effective way to eliminate ambiguity is through clear and comprehensive contract drafting, particularly regarding option execution procedures.

NEW QUESTION # 83

Aside from routine retail transactions, virtually all contracts satisfy which of the following criteria for being a project?

- A. coordinated undertaking of related activities
- **B. All of the above**
- C. finite duration
- D. goal oriented

Answer: B

